

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE EXECUTION OF CONTINGENT PROMISSORY NOTES WITH RESPECT TO THE PLEDGING OF CERTAIN COMMUNITY TRUST ASSETS.

WHEREAS, The Common Council of the City of Fort Wayne did in December, 1987, authorize and approve the pledging of certain assets of the Fort Wayne Community Trust as security for the repayment of Three Million Dollars (\$3,000,000.00) in the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987;

WHEREAS, said pledge agreement resulted in certain litigation;

WHEREAS, said litigation was concluded in Cause No. 02D01-8808-CP-1196 in the Allen Superior Court, which court order required that any past pledging shall be evidenced by a promissory note or notes bearing interest at a rate not less than the rate of interest that the City pays for its tax anticipation time warrants in the year in which the borrowing is made, which notes shall be expressly approved by the Common Council;

WHEREAS, it is necessary to execute thirteen (13) promissory notes to comply with said court order;


NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The appropriate City officers are hereby authorized to execute the thirteen (13) promissory notes necessary to comply with the court order entered February 14, 1989, in Allen Superior Court Cause No. 02D01-8808-CP-1196.

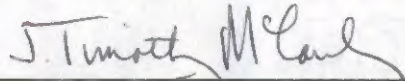
SECTION 2. That the thirteen (13) promissory notes, attached hereto, and made a part hereof, are hereby expressly approved by the Common Council of the City of Fort Wayne.

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SECTION 3. This Resolution shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Demary, seconded by Tolson, and duly adopted, read the second time by title and referred to the Committee on Annexation of the WPA (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 4-25-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Tolson, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~test~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>	<u> </u>	<u>1</u>	<u>1</u>
BRADBURY	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
GIAQUINTA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
HENRY	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
LONG	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
REDD	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

DATED: 5-9-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. Q-28-89

on the 9th day of May, 1989,

ATTEST

SEAL

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of May, 1989, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May, 1989, at the hour of 11:20 o'clock A. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

CONTINGENT PROMISSORY NOTE NO. 1.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of One Hundred Ninety-One Thousand Eight Hundred Seventy-Five and no/100 Dollars (\$191,875.00) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1988, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1988.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of August, 1990, and the 15th day of August of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 2.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of One Hundred Forty-Three Thousand Nine Hundred Six and 25/100 Dollars (\$143,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1989, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1989.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of February, 1990, and the 15th day of February of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 3.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of One Hundred Forty-Three Thousand Nine Hundred Six and 25/100 Dollars (\$143,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1989, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1989.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of August, 1990, and the 15th day of August of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 4.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of One Hundred Forty-Three Thousand Nine Hundred Six and 25/100 Dollars (\$143,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1990, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1990.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of February, 1991, and the 15th day of February of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 5.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Six Hundred Forty-Three Thousand Nine Hundred Six and 25/100 Dollars (\$643,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1990, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1990.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of August, 1991, and the 15th day of August of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 6.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of One Hundred Nineteen Thousand Eight Hundred Forty-Three and 75/100 Dollars (\$119,843.75) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1991, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1991.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of February, 1992, and the 15th day of February of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 7.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Six Hundred Nineteen Thousand Eight Hundred Forty-Three and 75/100 Dollars (\$619,843.75) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1991, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1991.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of August, 1992, and the 15th day of August of each year thereafter until all outstanding principal and interest have been paid.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 8.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Ninety-Five Thousand Seven Hundred Eighty-One and 25/100 Dollars (\$95,781.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1992, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1992.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of February, 1993, and on January 1, 1994.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 9.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Six Hundred Ninety-Five Thousand Seven Hundred Eighty-One and 25/100 Dollars (\$695,781.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1992, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1992.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 15th day of August, 1993, and on January 1, 1994.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 10.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Sixty-Six Thousand Nine Hundred Six and 25/100 Dollars (\$66,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1993, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1993.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 1st day of January, 1994.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 11.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Seven Hundred Sixteen Thousand Nine Hundred Six and 25/100 Dollars (\$716,906.25) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1993, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1993.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on the 1st day of January, 1994.
- b.) Principal shall be payable on or before January 1, 1994.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 12.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Thirty-Five Thousand Six Hundred Twenty-Five and no/100 Dollars (\$35,625.00) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the February 15, 1994, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1994.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on demand.
- b.) Principal shall be payable on demand.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

CONTINGENT PROMISSORY NOTE NO. 13.

The City of Fort Wayne, by and through its Light and Power Utility, promises and agrees to pay the FORT WAYNE COMMUNITY TRUST the sum of Seven Hundred Eighty-Five Thousand Six Hundred Twenty-Five and no/100 Dollars (\$785,625.00) in the event that assets of the Fort Wayne Community Trust pledged pursuant to a certain Pledge Agreement dated December 31, 1987, are used to make the August 15, 1994, payment due on the City of Fort Wayne Light and Power Utility Refunding Bonds of 1987.

INTEREST RATE. This obligation shall bear interest from the date the pledged assets are utilized at the rate the City pays for its tax anticipation time warrants in the year 1994.

TIME FOR PAYMENT:

- a.) Interest shall be payable hereon on demand.
- b.) Principal shall be payable on demand.

PLACE OF PAYMENT: This obligation shall be payable at Lincoln National Bank and Trust Company of Fort Wayne, in its capacity as Trustee of the Fort Wayne Community Trust, or at any duly qualified and appointed successor trustee.

CUSTODIAN OF THIS NOTE: Lincoln National Bank and Trust Company, as Trustee of the Fort Wayne Community Trust, shall be the Custodian of this note.

RELEASE OF NOTE. If the bond payment mentioned above is made directly by the City's Light and Power Utility and a like amount of the Community Trust's pledged assets are released pursuant to Section 7 of the Pledge Agreement dated December 31, 1987, then this note shall be released and returned and the City of Fort Wayne, by and through its Power and Light Utility, shall incur no liability with respect to this instrument.

NO FULL FAITH AND CREDIT. The obligations herein made by the City of Fort Wayne shall be enforceable only against the assets of the City's Power and Light Utility and are not to be construed as obligations subject to the full faith and credit of the City of Fort Wayne.

DEFAULT. In the event of default in payment of this note, or any part, principal and interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable, together with attorney's fees.

CITY OF FORT WAYNE
BY and through its Power and
Light Utility

Chairman, Board of Works

Member, Board of Works

Member, Board of Works

This instrument prepared by J. Timothy McCaulay, Attorney at Law.

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

R-89-04-08

DEPARTMENT REQUESTING ORDINANCE CONTROLLER'S OFFICE

SYNOPSIS OF ORDINANCE ALLOWS FOR THE EXECUTION OF THE CONTINGENT

PROMISSORY NOTES WITH RESPECT TO THE PLEDGING OF COMMUNITY TRUST

ASSETS AS SECURITY FOR THE REPAYMENT OF THE HILTON HOTEL BOND

OBLIGATION. THIS RESOLUTION AND ACTION IS A REQUIREMENT BY COURT

ORDER IN ALLEN SUPERIOR COURT #02D01-8808-CP-1196.

EFFECT OF PASSAGE COMMUNITY TRUST ASSETS WILL BE MORE SECURE AND CITY

WILL BE IN COMPLIANCE WITH COURT ORDER.

EFFECT OF NON-PASSAGE CITY WOULD NOT BE IN COMPLIANCE WITH COURT

ORDER.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. R-89-04-08

REPORT OF THE COMMITTEE ON PUBLIC RELATIONS

JAMES S. STIER, CHAIRMAN
SAMUEL J. TALARICO, VICE CHAIRMAN
ALL COUNCILMEMBERS

WE, YOUR COMMITTEE ON PUBLIC RELATIONS TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) OF THE CITY OF FORT
WAYNE, INDIANA, AUTHORIZING THE EXECUTION OF CONTINGENT PROMISSORY
NOTES WITH RESPECT TO THE PLEDGING OF CERTAIN COMMUNITY TRUST
ASSETS

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION AND
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(~~ORDINANCE~~) (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Samuel J. Talarico

Charles H. Hays

Janet H. Bradbury

James J. Hays

William B. Hays

Charles B. Hays

DATED:

5-9-89.

Sandra E. Kennedy
City Clerk